



NOTICE OF SOLICITATION

SERIAL 05050-RFP

REQUEST FOR PROPOSALS (RFP): FACILITY AND BOOKING MANAGEMENT SERVICES FOR THE MARICOPA COUNTY EVENTS CENTER (FORMERLY KNOWN AS THE SUNDOME PERFORMING ARTS CENTER)

Notice is hereby given that competitive sealed proposals will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until **2:00 P.M. M.S.T. on June 06, 2005** for the furnishing of these services for Maricopa County. Proposals will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All proposals must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **"SERIAL 05050-RFP – FACILITY AND BOOKING MANAGEMENT SERVICES FOR THE MARICOPA COUNTY EVENTS CENTER"**

The Maricopa County Procurement Code ("the Code") governs this procurement and is incorporated by this reference. Any protest concerning this Request For Proposals (RFP) must be filed with the Procurement Consultant in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL AND THE CONTRACTUAL TERMS AND CONDITIONS CAN BE LOCATED AT <http://www.maricopa.gov/materials>. ANY ADDENDA TO THIS SOLICITATION WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER.

DIRECT ALL INQUIRIES TO:

DAVID LaFOND
PROCUREMENT CONSULTANT
TELEPHONE: (602) 506-3248

THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON TUESDAY, MAY 24, 2005 AT 10:00 A.M., M.S.T. AT THE MARICOPA COUNTY EVENTS CENTER (formerly known as the Sundome Performing Arts Center), LOCATED AT 19403 R.H. JOHNSON BOULEVARD, SUN CITY WEST, ARIZONA 85375.

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

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NO RESPONSE

Vendors not responding to this Request For Proposals are asked to complete this document and return it to the Maricopa County Materials Management Department, 320 W. Lincoln St., Phoenix, AZ 85003-2494.

MARK OUTSIDE ENVELOPE: "SERIAL 05050-RFP"

Responses must be received **BY 2:00 P.M., June 06, 2005**. Vendors failing to submit a proposal, or this document, may be subject to removal from the Maricopa County Materials Management Contractor List.

SERIAL: 05050-RFP TITLE: FACILITY AND BOOKING MANAGEMENT SERVICES FOR THE MARICOPA COUNTY EVENTS CENTER

VENDOR NAME: _____

ADDRESS: _____

PHONE: _____ CONTACT: _____

REASON FOR NO PROPOSAL:

- _____ Insufficient time to submit proposal
- _____ Do not provide product/service
- _____ Other: _____

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR BID

M/WSBE CONTRACT PARTICIPATION

For this Contract, a combined M/WSBE goal of **0**% involvement is established for Minority/Women-Owned Small Business Enterprises (M/WSBE). The Maricopa County Minority and Women-Owned Small Business Enterprise Program, revised June 14, 2000, is incorporated by reference

The Materials Management Department of Maricopa County will endeavor to ensure in every possible way that Minority and Women-owned Small Business firms shall have every opportunity to participate in providing professional services, materials, and contractual services to the Materials Management Department of Maricopa County without being discriminated against on the grounds of race, religion, sex, age or national origin. The Maricopa County Minority Business Program, effective January 1, 1992, is incorporated by reference.

REQUEST FOR PROPOSALS FOR: FACILITY AND BOOKING MANAGEMENT SERVICES FOR THE MARICOPA COUNTY EVENTS CENTER (FORMERLY KNOWN AS THE SUNDOME PERFORMING ARTS CENTER)

1.0 INTENT

- 1.1 Maricopa County (County) intends to enter into a commercial management contract with a firm to manage the facilities and booking operations for the Maricopa County Events Center (Center), located in Sun City West, Arizona. This solicitation and any contract awarded based on this solicitation, is contingent upon the transfer of the Sundome Performing Arts Center from the Arizona State Board of Regents to the County.
- 1.2 The County is located in the central portion of Arizona and is one of the fastest growing counties in the Nation with an estimated population of over 3 million people. The County's annual population growth is projected at 2.8% according to Census 2000 information. The County has experienced 44.8% growth in the last decade, in fact, more than half of the State of Arizona's population resides in Maricopa County. The tremendous growth in population has made the County the fourth most populous county in the United States. It is also larger than seven (7) other states.
- 1.3 Maricopa County government is a political subdivision of the State of Arizona's government and gains its authority through both, the State Constitution and its Legislature. The County's legislative body is a five-member panel of elected officials called the Board of Supervisors. There are also seven (7) other elected officials. The County is not a chartered government. The mission of Maricopa County is to provide regional leadership, fiscal responsibility and necessary public services to its residents so they may enjoy living in healthy and safe communities. Strategic priorities include: fiscally responsible regional leadership in critical public policy areas; stable property taxes; a solvent health care system; an integrated criminal justice system; and responsible land management. Summary and detailed information about Maricopa County may also be viewed via the County's web site at:

http://www.maricopa.gov/county_glance/default.asp

1.4 CENTER DESCRIPTION

Address:	19403 R.H. Johnson Blvd Sun City West, AZ 85375
Designer / Builder:	Del E. Webb Corporation
Construction Began:	November 8, 1978
Seating Capacity:	7,030
Handicapped Seating:	Seating for 254 wheelchairs, including companion
Types of Seating:	Continental Design (40 inches between rows)
Interior Dimension:	320 feet wide by 225 feet deep
Interior Area:	108,000 square feet
Height (floor to ceiling):	40 to 52 feet
Dance Floor:	5,700 square feet (space for 500 couples). Also used for seating, orchestra, or additional performance area.
Wall Design:	Side and rear walls are "soft" and absorb sound. Walls at right and left of proscenium are "hard" and reflect sound.

Sound System:	AW, CROWN, YAMAHA sound system. Sound system emanates from speaker clusters above the stage and above the center cross aisle. Suspended reflective sound clouds, acoustically treated walls, and a floating panel ceiling help create the front row center audio experience.
Audio Enhancement:	The Center is equipped with state of the art multi channel infrared hearing system. Patrons with infrared headsets receive all audio signals from six sending units located on either side of the stage. These headsets are available free of charge at the East Bar for use during performances.
Video Enhancement:	The video system was installed in 1995 to enhance performances. Two 15' x 20' retractable Video Matte screens are on either side of the stage. This system is especially helpful to those patrons seated to the rear of the auditorium. The system is not equipped to record events.
Additional Features:	A computerized lighting system, three follow-spot positions, and a moveable, oak veneered orchestra shell.
Parking:	Parking with spaces for 3,000 vehicles. There is handicapped parking available for over 100 vehicles with approved insignia or plates.
Events:	Exhibit 3 provides a listing of events conducted at the Sundome in State fiscal years 2002, 2003, 2004 and 2005, to date. (NOTE: <i>Maricopa County cannot verify the accuracy of this data.</i>)
Electrical Usage:	July 2003 thru June 2004 Total: \$150,545 Low Month: \$ 8,092 High Month: \$ 20,373 Monthly Average: \$12,545
Water Usage:	July 2003 thru June 2004 Total: \$12,385 Low Month: \$ 444 High Month: \$ 1,464 Monthly Average: \$ 1,032

2.0 **CONTRACTOR SERVICES**

Overall, the Contractor's primary responsibility will be to maximize the use of the Center by booking, coordinating and conducting Events in accordance with the provisions of this contract. The Contractor shall provide, at no cost, all duties, responsibilities, and services to the County unless otherwise specifically excluded in writing.

2.1 FACILITY MANAGEMENT SERVICES

2.1.1 The Contractor shall operate, maintain, repair, and clean the Center as necessary, to preserve and keep the Center in good repair, order, and condition. The Contractor shall discharge such duties in a manner customary for a professional entity experienced in operating, maintaining, repairing, and cleaning comparable facilities.

2.1.1.1 The Contractor will be responsible for cleaning the Center, both interior and exterior, and will provide the County with a cleaning schedule as part of its proposal.

2.1.1.2 The Contractor will be responsible for all landscaping, parking lot cleaning, repair and maintenance.

2.1.2 The Contractor will be responsible for all waste disposals.

2.1.3 The Contractor will be responsible for all facilities-related maintenance, repairs and replacement, including but not limited to, all mechanical, plumbing and electrical systems.

2.1.3.1 The Contractor will be responsible for all utilities, including electricity, water and sewer,

2.1.4 The Contractor will provide for the safety and security of the Center, including, determining security staffing levels and patterns, inspecting and approving security measures and personnel in the interest of safety and/or security.

2.1.4.1 The Contractor will offer the Maricopa County Sheriff's Office the first right of refusal to provide off-duty, certified law enforcement officers at all events requiring such.

2.1.4.2 The Contractor will develop and maintain a current written Security Plan and Operations Manual, and provide copies to the County.

2.1.5 The Contractor will provide ticketing services for all Events.

2.1.6 The Contractor will provide appropriate levels of staffing for all events.

2.1.7 The Contractor will be responsible for management of all Center parking areas.

2.1.8 The Contractor will be responsible for arranging for and providing concessionaire services.

2.1.8.1 Contractor will obtain a liquor license for sale of liquor and/or spirits at the Center within a reasonable period of time.

2.2 CAPITAL EXPENDITURES / IMPROVEMENTS

2.2.1 All capital expenditures in excess of \$150,000 shall be pre-approved by the County.

2.2.2 All capital improvements shall become the property of the County.

2.2.3 All Center facilities, tools, furnishings and equipment shall be returned to the County in at least the same condition as when provided the Contractor, fair wear and tear excepted.

2.3 BOOKING MANAGEMENT AND RESPONSIBILITIES

2.3.1 The Contractor's primary responsibility will be to maximize the use of the Center by booking, coordinating and conducting events.

2.3.1.1 The Contractor will book a minimum of thirty (30) Event Days per County fiscal year (July thru June).

2.3.1.1.1 An Event Day is defined as any day an Event is conducted with a minimum attendance of 2,000 attendees or minimum revenue of \$50,000.

2.3.1.1.2 The County will receive a minimum of six (6) complimentary Event Days per year. These complimentary Event Days shall not be

considered included in, nor part of, the Contractor's minimum thirty (30) Event Days.

- 2.3.1.1.3 Parking Lot Events may be counted towards the Contractor's minimum Event Days.
- 2.3.1.2 The Contractor will be responsible for negotiating and entering into Event Agreements with the Act(s).
 - 2.3.1.2.1 The Event Agreement will be a standard event agreement acceptable to the County.
 - 2.3.1.2.2 All Event Agreements must be structured to ensure that any liability of the County is limited. Unless otherwise specifically agreed-to by the County, Event Agreements shall require that the Act maintain insurance acceptable to the County and fully insures against all general and specific liabilities and damages which may occur because of the Event. The insurance maintained by the Act shall meet the requirements set forth in the Event Agreement. Contractor shall ensure that all Acts meet the insurance requirements set forth in the Event Agreement
 - 2.3.1.2.3 The Contractor will be responsible for monitoring the Event performance against any performance standards contained in the Event Agreement.
 - 2.3.1.2.4 The Contractor will coordinate all Act logistics, including transportation, parking, insurance, catering, credentials, and all scheduling for each Event.
 - 2.3.1.2.5 Contractor will review and approve all Act requirements, including sound, lighting and all miscellaneous equipment requirements.
- 2.3.1.3 For each proposed Event, the Contractor shall prepare a proposed offer sheet and preliminary event pro forma, which provides a realistic, forecast of event finances. This pro-forma shall be presented to the County thirty (30) days prior to booking the Event. The proposed offer sheet shall require the signature approval by the Assistant County Manager or their designee.
- 2.3.1.4 The Contractor shall develop and implement an advertising, marketing, and public relations campaign acceptable to the County, promoting the Center as a premier venue.
- 2.3.1.5 The Contractor will provide sponsorship development services for events on a local, regional, and/or national basis as appropriate, and coordinate and manage the requirements of such sponsorship agreements.
 - 2.3.1.5.1 The Contractor's sponsorships must not conflict with the County's sponsorships.
- 2.3.1.6 The Contractor will negotiate all merchandise agreements for hard goods concession sales for events.
- 2.3.1.7 Within thirty (30) calendar days following the Event, the Contractor will make available for review by County representatives, a final Settlement Summary together with such supporting data and information as the County or its representatives may require.

2.3.1.8 The Contractor will maintain event and/or use agreements subject to the County's approval. These agreements will be the basis of the Event Agreement.

2.3.1.9 The Contractor will maintain and update event policies and procedures compatible with Contractor responsibilities, rules and regulations. The Contractor shall maintain a general information manual for Events which will be included as part of the entertainment management agreement.

2.3.1.10 The Contractor will maintain technical information manual for all events.

2.4 PAYMENTS AND REVENUE

2.4.1 As consideration for this Contract, the Contractor shall pay the County the following Facility Fee amounts on the dates stated:

2.4.1.1 Facility Fee Payments Due to the County.

(Dates are used for illustrative purposes only)(See Section 2.4.2 Below)

<u>Date</u>	<u>Guaranteed Payment Amount</u>
July 1, 2006	_____
July 1, 2007	_____
July 1, 2008	_____
July 1, 2009	_____
July 1, 2010	_____

2.4.2 Revenue Sharing Payment Due to the County.

The Contractor will also pay to the County, (to be proposed) % of gross revenues exceeding the base revenue for the period of July 1 through June 30 of each year. Revenue Sharing payments shall be due to the County thirty (30) days following the corresponding July 1 through June 30 periods. Base revenue for each year is as follows:

<u>Dates</u>	<u>Base Revenue Amount</u> (Respondent to propose, see Attachment "A")
July 1, 2005 – June 30, 2006	\$ _____
July 1, 2006 – June 30, 2007	\$ _____
July 1, 2007 – June 30, 2008	\$ _____
July 1, 2008 – June 30, 2009	\$ _____
July 1, 2010 – June 30, 2011	\$ _____

2.4.3 The Contractor shall forward all revenue payments to the following address:

Maricopa County
401 East Jefferson
Phoenix, AZ 85004

2.4.4 Along with the revenue payment, the Contractor will be required to provide a worksheet showing the gross revenues and Event dates.

2.4.5 Any payment received more than ten (10) days late will be charged a late fee of ten percent (10%) per annum.

2.4.6 Gross Revenue is defined as all revenue generated through rental of the Facility and received by the Contractor including, but not limited to, the following: No expenses shall be deducted to arrive at this number.

2.4.7 Revenue Sharing: The County's share of Revenue is calculated as a percentage of gross revenues exceeding the base revenue that has a built-in annual escalator, for the period of July 1 through June 30 of each year.

2.4.8 Revenue includes but is not limited to the following:

2.4.8.1 Facility Fee.

2.4.8.2 Event Revenue.

2.4.8.3 Concession Revenue.

2.4.8.4 Parking Revenue.

2.4.8.5 Advertising Revenue.

2.4.8.6 Naming Rights.

2.4.8.7 Pouring Rights.

2.4.8.8 Food Product Branding.

2.5 USAGE REPORT

The Contractor shall furnish the County a quarterly report delineating the number of Events and the attendance of the Events. In addition, on an annual basis, the Contractor will prepare a comprehensive Annual Report delineating all activities covered under this contract. The County shall approve the format of these reports.

3.0 **SPECIAL TERMS and CONDITIONS**

3.1 CONTRACT LENGTH

The initial term of this Contract shall be five (5) years.

3.2 OPTION TO RENEW CONTRACT

The County may, at its option, and with the approval of the Contractor, renew the term of this Contract up to a maximum of two (2), five (5) year terms. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to renew the Contract term at least thirty (30) calendar days prior to the expiration of the original Contract term. Base pricing for each Contract renewal will be based upon the highest revenue year of the previous Contract term.

3.3 INDEMNIFICATION AND INSURANCE

3.3.1 **Indemnification**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.3.2 Insurance Requirements

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.3.3 Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85,

and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Respondent's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.3.4 Automobile Liability

Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.3.5 Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Respondent's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$500,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor(s) to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.3.6 Certificates of Insurance

Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE, THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.**

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

Occurrence Basis. All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

Cancellation and Expiration Notice. Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.4 PERFORMANCE AND PAYMENT BONDS

The Contractor shall furnish a performance bond in the amount of \$500,000 solely for the protection of the Contracting Agency awarding the Contract and a payment bond in the amount of \$500,000 solely for the protection of claimants supplying labor and/or materials to the Contractor or its Subcontractors in the prosecution of the work provided for under this Contract.

The Contractor shall provide the performance and payment bonds, concurrently with the submittal of the executed Contract. Both bonds will become binding upon award of the contract to the Contractor.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

A surety company shall execute each bond or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. An individual surety or sureties shall not execute the bonds. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company

3.5 INQUIRIES AND NOTICES

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.5.1 All inquiries concerning Contract terms, conditions and/or instructions shall be addressed to:

Maricopa County
Department of Materials Management
ATTN: Dave LaFond
320 W. Lincoln Street.
Phoenix, Arizona 85003
Telephone: 602.506.3248
E-mail: lafondd@mail.maricopa.gov

3.5.2 Inquiries concerning reports or other notices shall be addressed to:

Maricopa County
Attn: Sundome Administrator
401 East Jefferson Street
Phoenix, Arizona 85004

3.6 ADDITIONAL SERVICES

The County reserves the right to add and/or delete services required by this Contract.

3.7 SUBCONTRACTING

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and/or conditions hereof without the written consent of the County, which will not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Contract Serial Number and identify the Events Center.

3.8 SCHEDULE OF SOLICITATION EVENTS

Request for Proposals Issued: May 12, 2005

Deadline for Written Questions: May 27, 2005.

(The County **will not** respond to questions prior to the Pre-Proposal Conference. All questions resulting from the Pre-Proposal Conference must be submitted to lafondd@mail.maricopa.gov and be received by **2:00 P.M. M.S.T. on May 27, 2005**. All questions and answers will be posted to www.maricopa.gov with the original solicitation.)

Deadline for submission of proposals is **2:00 P.M. MST on June 6, 2005**. All proposals **must be received** before 2:00 P.M. MST on June 6, 2005 at Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, AZ 85003.

Proposed review of Proposals and short list decision: June 8, 2005

Proposed Respondent presentations: (if required) June 13 and 14, 2005

Proposed selection and negotiation: June 16, 2005

Proposed Best & Final (if required) June 20, 2005

Proposed award of Proposal: June 22, 2005

All responses to this RFP become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Respondent by parties other than the county.

3.9 PRE-PROPOSAL CONFERENCE

A MANDATORY Pre-Proposal Conference will be held on Tuesday, May 24, 2005 at 10:00 A.M. MST in the Maricopa County Events Center, (formerly known as the Sundome Performing Arts Center), located at 19403 R.H. Johnson Boulevard, Sun City West, Arizona 85375.

3.10 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS

Respondents are to provide one (1) original hard copy (labeled) and three (3) copies of their proposal, plus (1) electronic copy on a CD. **Respondents are to address their proposals identified with return address, serial number and title in the following manner:**

Maricopa County
Department of Materials Management
320 W. Lincoln St.
Phoenix, AZ 85003

SERIAL 05050-RFP Facility and Booking Management Services for the Maricopa County Events Center

Proposals must be signed by an owner, corporate official or partner who has been authorized to make such commitments. All proposals shall be held firm for a period of one hundred twenty (120) days after the RFP closing date.

3.11 EXCEPTIONS TO THE SOLICITATION

The Respondent shall identify and list all exceptions taken to any Section(s) of 05050- RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception. The Respondent will list these exceptions in Response under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 05050- RFP." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 05050 RFP," shall be considered invalid and void and of no contractual significance.**

The County reserves the right to reject, render the proposal non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

3.12 GENERAL CONTENT

The proposal should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straightforward, concise delineation of capabilities and business plan to satisfactorily perform services required by this solicitation.

The Respondent should not necessarily limit the proposal to the performance of the services in accordance with this document but should also describe additional services that may enhance usage of the Center. Outline any additional services if the Respondent deems them necessary to accomplish the program.

3.13 FORMAT AND CONTENT

To facilitate evaluation, the proposal must be specific and complete to clearly and fully demonstrate the Respondent has a thorough understanding of the requirement, can provide detailed information and relate experience concerning previous performance of similar services. Statements that the Respondent understands, can or will comply with the Contractor's Responsibilities, statements paraphrasing the requirements of parts thereof, and phrases such as "*standard procedures will be employed*" or "*well-known techniques will be used*", etc., will be considered unacceptable. Respondents should note that data previously submitted shall not be relied upon nor incorporated in the proposal by reference.

Each copy of the proposal shall be presented in binders with the cover of each indicating the Solicitation Serial Number, the Respondent's name and address and copy number (e.g. Copy 2 of 4). Proposals are limited to 300 pages, single sided, 12-point font.

The sections of each copy of the proposal shall be indexed to indicate the applicable parts and elements. Orderliness of the proposal, readability and similar factors should be considered in Proposal preparation.

Mandatory information to be placed in each copy of the proposal is listed below. Each copy shall furnish sections for information discussed in Section 2.0, entitled Contractor Services.

Lack of these submissions may cause the Proposal to be declared unacceptable.

3.13.1 Table of Contents

3.13.2 Letter of Transmittal (Exhibit 2)

3.13.3 Introduction and Summary – This section shall contain an executive summary of the proposal.

3.13.4 Proposal – Your proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing your best offer. Additional related services should be incorporated into the proposal, if applicable.

3.13.5 Qualifications – This section shall describe the firm's ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, and an estimate of the time each would devote to this program, and other pertinent information.

3.13.6 Other data

3.13.7 Proposal exceptions

3.13.8 Pricing (Revenue) (Attachment “A”)

3.13.9 Agreement (Attachment “B”)

3.13.10 References (Attachment “C”)

3.14 EVALUATION CRITERIA

Although revenue received by the County will be an evaluation criterion, it is only one of several other important criteria identified in the Proposal. The County reserves the right to accept other than the highest revenue projected or the greatest percent offered. The following factors will be considered in the evaluation of individual proposals:

3.14.1 Firm’s Qualifications and experience.

3.14.2 Plan of Operation, including the following:

3.14.2.1 Event Plan.

3.14.2.2 Promotional Plan.

3.14.2.3 Advertising, Marketing and Public Relations Campaign.

3.14.2.4 Security Plan.

3.14.2.5 Maintenance Plan.

3.14.3 Revenue including: *(See also, Section 2.4.2, Above)*

3.14.3.1 Base Revenue Paid the County.

3.14.3.2 Revenue Sharing Percentage Paid the County.

3.15 POST AWARD MEETING:

The successful Respondent(s) may/shall be required to attend a post-award meeting with the County to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Consultant of the Contract.

NOTE: RESPONDENTS ARE REQUIRED TO USE ATTACHMENTS “A”, “B” AND “C” TO SUBMIT THEIR PROPOSALS.

ATTACHMENT "A"
PRICING SHEET

SERIAL 05050-RFP

VENDOR'S NAME: _____

VENDOR NUMBER: _____

VENDOR'S ADDRESS: _____

P.O. ADDRESS: _____

VENDOR'S PHONE #: _____

VENDOR'S FAX #: _____

VENDOR'S WEB SITE: _____

VENDOR'S CONTACT (REP): _____

E-MAIL ADDRESS (REP): _____

OTHER GOVERNMENT AGENCIES MAY USE THIS CONTRACT: ____ YES ____ NO

1.0 REVENUE

1.1 BASE REVENUE (TO BE PAID ANNUALLY IN ADVANCE)	REVENUE
YEAR 1	\$ _____
YEAR 2	\$ _____
YEAR 3	\$ _____
YEAR 4	\$ _____
YEAR 5	\$ _____

1.2 GROSS PERCENTAGE OF REVENUE (TO BE PAID ANNUALLY)

YEAR 1	_____ %
YEAR 2	_____ %
YEAR 3	_____ %
YEAR 4	_____ %
YEAR 5	_____ %

ATTACHMENT "B"

AGREEMENT

The Contractors hereby certify that they have read, understand and agree that acceptance by Maricopa County of the Contractor's offer by the issuance of a Purchase Order or Contract will create a binding Contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

BY SIGNING THIS AGREEMENT THE SUBMITTING FIRMS CERTIFIES THAT THEY HAVE REVIEWED THE ADMINISTRATIVE INFORMATION AND CONTRACTUAL TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

- ☐ Disadvantaged Business Enterprise (DBE)
 - ☐ Women-Owned Business Enterprise (WBE)
 - ☐ Minority Business Enterprise (MBE)
 - ☐ Small Business Enterprise (SBE)
 - ☐ None of the above
-

FIRM SUBMITTING BID

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE / FAX #

CITY STATE ZIP

DATE

WEB SITE: _____

EMAIL ADDRESS: _____

MARICOPA COUNTY, ARIZONA

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

ATTACHMENT “C”

CONTRACTOR REFERENCES

FIRM SUBMITTING BID: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

EXHIBIT 1 VENDOR REGISTRATION PROCEDURES

On-line Vendor Registration at Maricopa County is available NOW!

On November 22, 2004, Maricopa County changed its vendor registration process. Paper forms will no longer be accepted. Vendor registrations will only be accepted through the active website. Register at <http://www.maricopa.gov/Materials/>

The new process will give you full control over your organizational information. Please be advised however that you are now directly responsible for the presence and accuracy of your company's information.

Vendors currently registered in our system who have changes to their information or have not registered online must establish a new account via the above web site link. Materials Management will no longer post changes to existing vendor records.

Procurement vendors: Be sure to select those commodity codes that best represent the commodities and or services provided by your organization. Non-procurement registrants may ignore the commodity portion.

Registration is **FREE**. You may use any computer with web access for registration, record updating and maintenance.

If you have any questions, email us at VendorReg@mail.maricopa.gov.

EXHIBIT 2

LETTER OF TRANSMITTAL EXAMPLE

(To be typed on the Respondent's letterhead)

Maricopa County Department of Materials Management
320 West Lincoln,
Phoenix, Arizona 85003

Re: SERIAL 05050-RFP, Facility and Booking Management Services for the Maricopa
County Events Center

To Whom It May Concern;

(NAME OF COMPANY) (herein referred to as the "Respondent"), hereby submits its response to your Request for Proposal dated May 12, 2005, and agrees to perform as proposed in their proposal, if awarded the contract. The Respondent shall thereupon be contractually obligated to carry out its responsibilities respecting the services proposed.

Kindly advise this in writing on or before _____ if you should desire to accept this proposal.

Very truly yours,

NAME *(please print)*

SIGNATURE

TITLE *(please print)*

Season	July 04-June 05	45 event days			
Date(s):	Event:				
10/5/04	Fiddler on the Roof	Rental	8/4/04	Clean Election Debate	
10/24/04	Mark Russell	Rental	8/20/04	Long Technical College	
11/23/04	Smokey Joe's Café	Rental	9/22/04	Kerry-Edwards Campaign	
12/1/04	Crazy for You	Rental	10/22/04	DeVry Graduation	
12/12/04	Wayne Newton	Rental	11/6/04	USAF Orchestra	
		Rental	11/7/04	Symphony #1	
		Rental	11/9/04	ASU School of Music	
		Rental	11/18-20/04	SCW Variety Show	
		Rental	11/21/04	Symphony #2	
		Rental	11/22/04	Chamber Theatre	
		Rental	12/5/04	Symphony #3	
		Rental	12/10/04	Thunderbird Graduation	
		Rental	12/19/04	Symphony #4	
		Rental	1/9/05	Symphony #5	
		Rental	1/15/05	County Haz Mat Pick-up	
		Rental	1/16/05	Latter Day Saints	
		Rental	1/23/05	Symphony #6	
		Rental	1/26-27/05	Lord of the Dance	
		Rental	1/29/05	AZ Spirt Championships	
		Rental	2/5/05	Carol Channing	
		Rental	2/12/05	River City Brass Band	
		Rental	2/13/05	Symphony # 7	
		Rental	2/26/05	Miss Senior Arizona	
		Rental	2/27/05	Symphony # 8	
		Rental	3/13/05	Symphony # 9	
		Rental	3/20/05	Dublins Irish Caberet	
		Rental	3/26/05	Lawrence Welk	
		Rental	4/2/05	Symphony # 10 - Cabaret	
		Rental	4/9/05	Tribute to Glenn Miller	
		Rental	4/29/05	Thunderbird Graduation	
		Rental	5/23-24/05	Glendale Graduations	
		Rental	5/26-27/05	Deer Valley HS	40 event days
	5 Sponsored Events	Rental	6/17/05	Baptist Convention	33 Rental Events